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25708.0038

Dr. Vitam Kodelja
Birkbuschstrasse 14
Berlin 12167
GERMANY

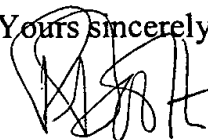
Re: U.S. Patent Application No. 10/049,658 (KUEHNE, *et al.*)
Based on International Application No. PCT/US00/22610
For "Chemically-Stabilized Chlorite Solutions for Treating Cancer and Diseases"
Our Reference No.: 25708-0038

Dear Dr. Kodelja:

Enclosed are copies of the specification, claims, Declaration and Power of Attorney, as well as an Assignment and Agreement document for the captioned application. The Assignment and Agreement document will transfer all rights of the application from the inventor(s) to Oxo Chemie AG. Please execute both the Declaration and Power of Attorney and the Assignment and Agreement where indicated. Please note that the signature on the Assignment document must be notarized.

We ask that you kindly return both executed documents to us by **Thursday, July 10, 2003**, via Federal Express, for filing in the U.S. Patent and Trademark Office. For your convenience, please feel free to charge the Federal Express fees to our Federal Express Account Number, 2316-5576-0 using our reference number of 25708-0038. We look forward to receiving the executed documents.

Yours sincerely,



Paul M. Booth

Enclosures

Orig. ID: 8ZSA
From: Paul M. Booth, Esquire (202) 912-2197
HELLER EHRMAN WHITE & MCAULIFFE LLP
1666 K STREET, N.W.
SUITE 300
WASHINGTON
DC 20006 (US)



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To: Vitam Kod Ija 49308349631

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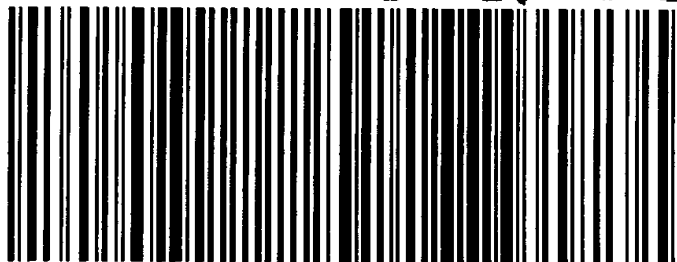
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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Attorney Docket No: 25708-0038

Applicant: Friedrich W. Kuehne et al.

Serial No.: 10/049,658

Group Art Unit: 7719

Filing Date: February 15, 2002

Examiner: Unassigned

Title: CHEMICALLY-STABILIZED CHLORITE SOLUTIONS FOR
TREATING CANCER AND OTHER DISEASES

DECLARATION UNDER 37 CFR § 1.47

1. My name is Klaus Blaszkiewitz.
2. I am currently a manufacturing manager for Dimethaid GmbH, which is owned by Dimethaid Research Inc. Oxo Chemie AG ("Oxo Chemie") is also owned by Dimethaid Research Inc. I am also currently working as a consultant for Oxo Chemie.
3. I am aware that Dr. Vitam Kodelja is a listed inventor of the above-referenced patent application.
4. Dr. Kodelja is no longer working with Oxo Chemie.
5. Dr. Kodelja left Oxo Chemie around the end of 2001 and to my knowledge has not communicated with Oxo Chemie in over a year.
6. In order to verify Dr. Kodelja's home address and home phone number, I searched under Dr. Kodelja's name in the telephone registry made available on the web by Germany's national telephone company at www.telefonbuch.de. I did this search on approximately July 11, 2003. The home address and phone number listed was:

Dr. Vitam Kodelja
Birkbuschstrasse 14
Berlin 12167
Telephone: 030 834 9631

I again searched the above registry on September 9, 2003 and the above address was still listed for Dr. Kodelja. I have attached as Exhibit A, a copy of a print out of the registry listing Dr. Kodelja's address.

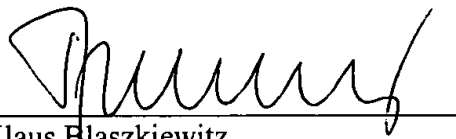
7. Dr. Kodelja's wife, Barbara Kodelja, was also listed in the telephone registry as having the same home address and telephone number.

8. I called the above telephone number several times on approximately July 11, 2003 and on September 9, 2003 and on several other occasions and the phone rang continuously without being answered by a person or an answering machine.


9. On the weekend of July 19-20, 2003, when I was in Berlin, Germany, for unrelated reasons, I drove to the above home address of Dr. Kodelja. Dr. Kodelja's name was on the apartment registry located on the ground level of the apartment building. I rang the buzzer for Dr. Kodelja's apartment several times but no one answered.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, and the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

12. Sept. 2003
Date


Klaus Blaszkiewicz

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 **Das Telefonbuch.**
Alles in einem.


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12167 Berlin

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